

## REALIGNMENT SIDE LETTER AGREEMENT

This agreement is a Side Letter to the current Memorandum of Understanding (contract or MOU), effective through July 2, 2013, entered into by the State of California (State or State Employer) and the California Correctional Peace Officers' Association (Union). The purpose of this Side Letter is to assist in effectuating Realignment, as mandated in AB 109 and related legislation, and to continue to promote harmonious labor relations between the State and the Union.

WHEREAS reaching a negotiated agreement on labor issues related to Realignment is expected to save both time and money as opposed to utilizing the typical layoff process;

WHEREAS this agreement honors the principle of seniority and the ability to bid to vacant positions throughout the State;

WHEREAS this agreement enables an individual employee to reduce his or her chances of being laid off and to have more control over where s/he may end up working during the Realignment process; and

WHEREAS this negotiated agreement provides employees with opportunity to make decisions regarding their employment sooner.

Now, therefore, the State Employer and the Union do hereby agree as follows:

1. **Supersession:** In reaching agreement on this Side Letter, the parties agree and confirm that they have, through negotiation, superseded any and all supersedable (1) layoff sections of the Government Code, (2) Department of Personnel Administration layoff rules or regulations, (3) provisions of the Layoff Manual, and/or (4) articles of the parties' contract to the extent such code section, rule, regulation, provision or article conflicts with the terms and conditions of this Side Letter.

2. **Term:** This Side Letter shall expire coterminous with the parties' current contract (i.e., July 2, 2013) or continue, as part of that contract, consistent with section 3517.8 of the Ralph C. Dills Act.

Should this Side Letter expire, the parties further agree that any subsequent agreement or MOU that addresses Realignment (an agreement dealing with layoffs and movement of BU 6 members) shall include the following terms: (1) the area of layoff shall be by county, (2) no relocation shall be paid and (3) the remuneration outlined in this Side Letter shall continue. In the absence of a legally effective agreement or subsequent agreement/MOU that addresses Realignment, the parties agree that the area of layoff shall be by county until Realignment concludes or June 30, 2015, whichever is sooner.

3. **Openings/Re-openings:** This Side Letter does not apply to new openings (activations of new locations) or re-openings (reactivations).

*[Handwritten signature]*  
Final

4. **Dispute Resolution:** Any dispute regarding the interpretation, application or alleged violation of this Side Letter shall be subject to the grievance and arbitration procedure of the parties' current contract.
5. **Suspension of Contractual Lateral Transfer Process:** Lateral transfers pursuant to the contract shall be suspended during this Realignment process that provides multiple opportunities for lateral transfer.
6. **No Relocation:** In recognition of the expanded transfer opportunities and any associated benefits, there shall be no relocation remuneration paid for any transfer, relocation or movement made pursuant to this Agreement.
7. **Seniority Scores:** Because all Unit 6 will have final seniority scores before the first (1<sup>st</sup>) wave commences, and will have had the opportunity to challenge those scores, there shall be no further seniority score challenges (other than grievances) for Realignment layoffs, except for employees hired after said challenge period. This subsection does not alter an employee's right to utilize the grievance process to grieve any issue s/he otherwise had a right to grieve.
8. **Movement by Seniority:** All movement pursuant to this Side Letter shall be by seniority.
9. **Union Review of Communication:** The Union shall have 48 hours from the time of receipt to review and provide comment on CDCR's draft Realignment communications to employees.
10. **Communication to Employees:** CDCR shall use best efforts to provide as much notice as possible to employees of the timeframes associated with the waves described herein.
11. **Information:** CDCR shall provide updated information to CCPOA regarding projected overages and vacancies as it becomes available.
12. **Distribution of Workforce/Layoff:** The distribution of the workforce and layoff will be a multi-step process that will allow for voluntary transfer to certain areas prior to the completion of the layoff process. Given the timing of the submission of the layoff plan relative to the Voluntary Transfer Process, impacted employees will get State Restriction of Appointment (SROA) notices, although actual layoffs may be mitigated through the Voluntary Transfer Process.
13. **One Move Per Wave:** Employees may move only one (1) time within any single wave.

14. First Opportunity - Voluntary Transfer Process:

- (1) Prior to sending out any transfer options worksheets to employees, the California Department of Corrections and Rehabilitation (CDCR) shall first publish statewide information regarding locations that have overages and vacancies by classification. This information will be made available on the internet, intranet and in locally agreed upon designated areas at each worksite.
- (2) Also prior to sending out transfer options worksheets, CDCR shall also post seniority scores by county on the internet, intranet and in designated areas at each worksite.
- (3) In an effort to both avoid overtime and to allow employees to stay at their current institution (even where an overage may otherwise exist), CDCR shall establish Overtime Avoidance Pools (OTAP) and increase Permanent Intermittent Correctional Officer (PICO) levels. CDCR shall create a spreadsheet to be shared with the employees and the Union identifying the adjusted OTAP and PICO levels for the institutions. This information will be provided prior to the commencement of the first (1<sup>st</sup>) wave to assist an employee in determining whether s/he wants to bid for an OTAP/PICO position at his/her home institution or participate in the Voluntary Transfer Process.
- (4) An employee in an institution with an overage shall be provided the opportunity to request to transfer voluntarily (outside of and prior to the layoff process) to identified institutions with vacancies, which are anticipated to be comprised of some or all of the following institutions: PBSP, HDSP, SAC, CMF and SVSP. This first voluntary transfer opportunity is aimed at transferring employees of overstaffed institutions to identified institutions with vacancies as quickly as possible. This paragraph applies to impacted staff at Southern Youth Correctional Reception Center and Clinic (SYCRCC). SYCRCC staff shall also be provided the opportunity to identify their preference to fill additional Division of Juvenile Justice OTAP/PICO positions.
- (5) By the designated deadline on the form(s), employees shall opt in or opt out of the Voluntary Transfer Process by filling out the form(s) provided by CDCR. For those that opt in, employees shall rank their transfer preferences. Employees shall have at least seven (7) calendar days from the date of delivery to complete and return the required form(s). Forms shall be submitted to the Personnel Assignment Office and shall be time-stamped. Employees shall receive a copy of the time-stamped document(s). Late response shall not be accepted or processed.

- (6) CDCR shall communicate to employees that, although this Voluntary Transfer Process allows employees with the opportunity to transfer out of county sooner, depending upon demotional bumping and one's seniority score, an employee theoretically still could be laid off at the conclusion of the SROA/layoff process and/or permanently involuntarily transferred within an impacted county.
- (7) CDCR shall calculate the transfer awards and communicate a start date with at least thirty (30) days' notice. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

15. MTAs

In the interests of minimizing any potential custody layoffs, CDCR and DMH shall coordinate, and former MTAs who are currently employed by CDCR, and who have retained their LVN/RN License, shall be contacted and offered a vacant MTA position that DMH **has received approval to fill by the Department of Finance** at either Salinas Valley State Prison or the California Medical Facility. This process will be carried out contemporaneously with the First Opportunity of the First Wave, as described in paragraph 9 above.

16. Second Opportunity - OTAP/PICO Bid Process

- (1) CDCR shall communicate to employees about the OTAP/PICO bid process, including the number of available positions at each institution.
- (2) Only staff below the projected cut line at overage institutions as determined by CDCR may participate in the OTAP/PICO bid.
- (3) CDCR shall further communicate that bidding into an OTAP/PICO position is not a guarantee against impact in the current or future waves.
- (4) Staff below the cut line (i.e., those in remaining overage positions) at each institution shall conduct a walk-up bid for filling OTAP/PICO positions.
- (5) Employees may opt out of the OTAP/PICO bid process and must sign the opt out form.
- (6) Employees opting to demote to a PICO assignment shall sign a voluntary demotion letter.
- (7) If there are OTAP or PICO positions remaining after the walk-up bid, they will be available as vacancies in the Statewide Transfer Process described in subsection (c) below.
- (8) After the walk-up bid for the OTAP/PICO positions is complete, CDCR will be able to calculate the new county-wide cut line.

- (9) Those that fall below the cut line may be subject to temporary involuntarily transfer to HDSP or PBSP and shall continue with the layoff process as described in subsection (d) below. Per diem rates shall be paid consistent with DPA travel rules up to thirty (30) days for such involuntary transfers.

17. **Third Opportunity - Statewide Bid Process:**

- (1) CDCR shall publish the adjusted statewide information regarding locations that have overages and vacancies by classification. This information will be made available on the internet, intranet and in locally agreed upon designated areas at each worksite.
- (2) All staff at overage institutions as determined by CDCR may participate in the Statewide Bid Process to bid on any existing vacancy within the State.
- (3) By the designated deadline on the form(s), employees shall submit the Statewide Bid form(s) provided by CDCR. For those that opt in, employees shall rank their transfer preferences. Employees shall have at least seven (7) calendar days from the date of delivery to complete and return the required form(s). Forms shall be submitted to the Personnel Assignment Office and shall be time-stamped. Employees shall receive a copy of the time-stamped document(s). Late response shall not be accepted or processed.
- (4) CDCR shall communicate to employees that, although this Statewide Bid Process allows employees with the opportunity to transfer out of county sooner, depending upon demotional bumping and one's seniority score, an employee theoretically still could be laid off at the conclusion of the SROA/layoff process and/or permanently involuntarily transferred within an impacted county.
- (5) CDCR shall calculate the transfer awards and communicate a start date with at least thirty (30) days' notice. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

18. **Final Opportunity – SROA/Layoff Process:**

- (1) Those that have not been able to mitigate layoff through (1) the Voluntary Transfer Process, (2) the Walk-Up OTAP/PICO Bid Process or (3) the Statewide Bid Process shall proceed with the SROA/layoff process.
- (2) The area of layoff shall be county-wide.
- (3) Overages will be recalculated by county and communicated to CCPOA. Those with the lowest seniority within the county shall be subject to the SROA/layoff process.

- (4) Employees are able to pursue out of county opportunities through the SROA process.
  - (5) However, there shall be no comparable classifications or out of county placement offered in the layoff options process.
  - (6) Layoff within CDCR: Layoffs shall occur in accordance with inverse seniority within the impacted county/counties. The least senior who are subject to layoff shall receive 30-day written notice of the effective date of their layoff.
  - (7) Transfer within CDCR: Once the layoff process is completed and where overages still remain, employees may be permanently, involuntarily transferred to a location within the county that still has vacancies. An employee may be granted a change in his/her report date by agreement of the releasing worksite and the receiving worksite. There shall be no relocation, mileage or other travel reimbursement paid in association with such involuntary transfers, except as otherwise provided herein.
  - (8) Those who do not comply with the permanent involuntary transfer shall be Absent Without Leave (AWOL) separated.
19. **Meet and Confer after Completion of First Wave:** In an effort to foster partnership and communication between the parties, and with an eye toward improving the various opportunities described above, the parties shall meet and confer in good faith regarding these opportunities and processes after the conclusion of the First Wave.
20. **Retired Annuitants:** No Retired Annuitant shall fill a budgeted position that could otherwise have been selected by a member of BU 6 (who is willing to transfer) as a transfer opportunity pursuant to this Side Letter. If CCPOA has reason to believe that a Retired Annuitant is working at a location where a PIE could be performing that work instead, the parties shall meet to discuss such a concern, upon CCPOA's request.

21. Per Diem – First Wave

Per Diem for Transfer over 50 miles only	Amount and duration to go to PBSP/HDSP	Amount and duration to go to SVSP	Amount and duration to go to CMF and CSPSAC	Amount and duration to go to all other Institutions
Opportunity 1	\$125 x 60 days	\$125 x 45 days	\$125 x 30 days	N/A
Opportunity 3	\$125 x 30 days	\$125 x 30 days	\$85 x 30 days	\$85 x 30 days

22. Per Diem - 2nd & Subsequent Waves

Per Diem for Transfer over 50 miles only	Amount and duration to go to PBSP/HDSP/SVSP	Amount and duration to go to all other institutions.
All Opportunities	\$125 x 30 days	\$85 x 30 days

23. ATO In All Waves

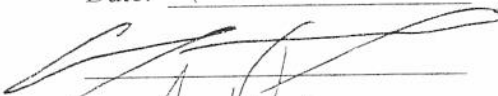
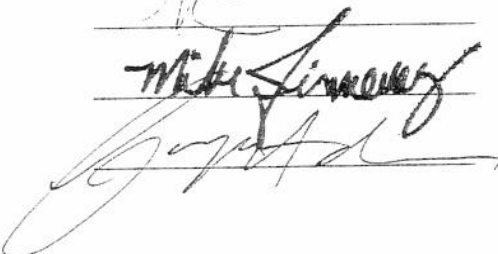
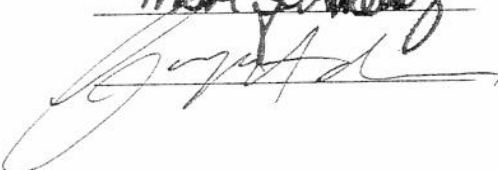
	Moving 100 – 199 miles	Moving 200 – 399 miles	400+ miles  OR  100+ miles to move to HDSP, CCC, PBSP & SVSP
ATO for those who move within 6 months of his/ her report date	8 hrs of ATO	16 hrs of ATO	24 hrs of ATO
+	+	+	+
In conjunction with ATO, an employee has the option of using up to ten (10) days of his/her own leave credits. Approval of such request shall not be unreasonably denied.	Up to 10 days of available leave credits	Up to 10 days of available leave credits	Up to 10 days of available leave credits



24. **Extraordinary Circumstances:** Should extraordinary circumstances arise, including, but not limited to, legislative or court action, that impacts Realignment, the parties shall meet and confer in good faith regarding the impact of such circumstances on this Side Letter and CCPOA membership.

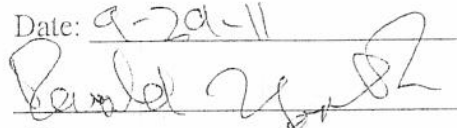
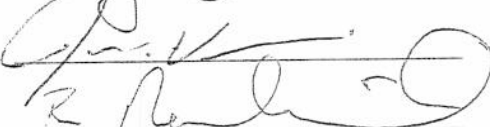
**CCPOA**

Date: 9-29-11

  
A. Wein  
  
Mike Limoney  


**State Employer**

Date: 9-29-11

  
Donald [illegible]  
Bridget Hansen  
Laurie K. Phell  
Judy Geline  
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